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Self-represented Creditor in Pro Se

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

In re:

The Litigation Practice Group P.C.,

Debtor.

No. 8:23-bk-10571-SC

Chapter 11

**OBJECTION AND OPPOSITION TO
MOTION FOR ORDER REJECTING
CONSUMER CONTRACTS**

Date: January 31, 2024

Time: 1:30 pm PST

**Location: Courtroom 5C, 411 West Fourth
St., Santa Ana, CA 92701**

I, Meredith Fahn, do declare:

1. I am a creditor of LPG who has fully performed my part of the attorney-client agreement for debt relief legal representation.
2. I object to and oppose the bankruptcy trustee or the court approving the proposed rejection of my LPG contract from MLG's package. In view of the specific course of dealing and communications between myself and debtor LPG, the bankruptcy estate holds a continuing obligation to represent me in the

1 matters for which I contracted with LPG. Therefore, the exclusion or rejection
2 of my contract with LPG is in bad faith, whim and/or caprice.

3 3. In the event that my contract is rejected, I have filed Claim 2382. Attached to
4 Claim 2382 is a true and correct copy of my agreement with LPG and email
5 communications I had with LPG. In particular, please see the email exchanges
6 between Daniel March and me in February, 2023. See Claim 2382, Part 3
7 Attachment 2, at ECF pp. 31-41. I reference that filing to substantiate and
8 support this declaration.
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10 4. If my LPG contracted is not rejected, so that the bankruptcy estate will assume
11 LPG's contractual obligations to me, I acknowledge that would be cause for
12 rejection of my claim 2382. Alternatively, if the bankruptcy estate ensures
13 completion of LPG's contractual obligations to me, I would be willing to
14 withdraw my claim 2382.
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16 5. However, and alternatively, I reserve my right to supplement my claim 2382
17 with interest, reliance damages, and a claim of bad faith and attorney
18 malpractice, for which I should be entitled to compensatory and punitive
19 damages. Further, I would supplement that claim with allegations of elder
20 abuse, as the cumulative failures to perform contract and bad faith have caused
21 financial problems in my household, and my husband was age 65 at the time
22 LPG and I entered into a contract. And, he and I are both particularly
23 vulnerable (and arguably disabled) due to very serious health conditions, which
24 are exacerbated by the developments herein.
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- 1 6. On February 9, 2023, I had a telephone conversation with Daniel March in
2 which he personally assured me of continued representation. Among other
3 things, in that conversation, after I relayed personal difficulties involving
4 serious health problems that are related to my financial distress and reliance on
5 the LPG contract, Mr. March guaranteed me continuing representation,
6 including “in bankruptcy court”—which I found perplexing, because I am not
7 interested in filing for bankruptcy, and at that time, had no idea that LPG was
8 contemplating its own bankruptcy.
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10 7. I referenced that February 9, 2023 telephone conversation in my email to Mr.
11 March dated February 16, 2023, which he confirmed in reply that same day.
12 See Claim 2382, Part 3 Attachment 2, at ECF p. 40.
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14 8. LPG’s failure to perform their contractual obligations to me, and proposed
15 rejection of my contract from the bankruptcy estate, amounts to abandonment
16 of a client who has fully performed. It also entails fraudulent statements of
17 work that had been represented to have been completed; failure to provide
18 documentation of that work when requested; and failure to respond to questions
19 about the status of the account and of the representation. See Claim 2382, Part
20 3 Attachment 2, at ECF pp. 41-44.
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22 9. There is no legitimate reason for MLG to reject my contract, or for the
23 bankruptcy estate to abdicate LPG’s outstanding contractual responsibilities to
24 me, which appear to have been further guaranteed by fraud, all to my
25 detrimental reliance. I paid LPG in full. LPG gave me repeated assurances that
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1 they were representing me; acknowledgements that I had paid my legal fees in
2 full and they would remain my counsel in the matters within the scope of the
3 agreement.

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5 10. My understanding from the earlier notice of sale was that, if I did nothing, my
6 LPG contract would be assumed by MLG, who would then represent me in
7 fulfillment of LPG's contractual obligations to me. Since I had fully performed
8 my end of the agreement, that made sense. I thought the quantification of my
9 contract as being zero (0) related to my having paid in full, owing nothing
10 further, and that this meant that MLG was going to assume LPG's contractual
11 obligations to me, and I would receive continued representation from MLG.
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13 11. Further, during the Notice period—that is, Summer 2023—my husband had
14 been diagnosed with two kinds of lymphoma for which he was receiving
15 grueling cancer treatment involving a course of 5-6 hour infusions. I was fully
16 occupied with this very demanding situation, trying to care for him and also
17 manage our household, and further, to manage my own law practice in which I
18 represent indigent prisoners in court-appointed appeals. Prior to my contract
19 with LPG, I endured a serious incurable health crisis and, in order for me to
20 stay working at my law practice to which I am and have been dedicated for
21 more than 30 years, my husband retired and took over the household. Thus, his
22 lymphoma diagnosis and treatment, and our need for me to care for him and the
23 household, were physically exhausting and consuming, as well as financially
24 devastating. We are recovering from all of that and not in a position to retain
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1 new counsel. And, as for any error on my part in failing to object earlier, I
2 request to be excused and submit that the equities at hand are most compelling.

3 12. I cannot believe that MLG has no licensed attorney in California, or any
4 legitimate excuse, ethical or otherwise, to reject my contract. I have fully
5 performed--that is, paid in full--for the promised representation. I detrimentally
6 relied on the agreement and all that remains is the legal representation that is
7 due and owing to me. I am not in a position to retain other counsel and do
8 object to and oppose the proposed action of excluding my contract from MLG's
9 package.
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12 I swear under penalty of perjury that the foregoing is true and correct. Executed
13 this 17th day of January, 2024.

14 Respectfully submitted,

15 /s/ Meredith Fahn
16 Declarant and self-represented
17 creditor in pro se
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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

A true and correct copy of the foregoing document entitled (*specify*):

OBJECTION AND OPPOSITION TO MOTION FOR ORDER REJECTING CONSUMER CONTRACTS

will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 01/17/2024, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

The Trustee, counsel for the Trustee, the Debtor, and the United States Trustee, all through NEF

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) 01/17/2024, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

01/17/2024

Meredith Fahn

Date

Printed Name

/s/Meredith Fahn

Signature

Served via email, from my regular email address of record,
Fahn@sbcglobal.net, to the parties and counsel at their email addresses
listed below:

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nkoffroth@foxrothschild.com

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